

WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT WITH ACHIEVEMENT ACADEMY OF DURHAM

This contract is made, dated and entered into as of the 1st day of July, 2016, between the City of Durham, a municipal corporation ("City") and Achievement Academy of Durham. ("Contractor"), a non-profit corporation organized and existing under the laws of the state of North Carolina.

Sec. 1. Background and Purpose. The purpose of this contract is to provide Program Element services to Workforce Innovation and Opportunity Act eligible Durham youth. Attachment A describes the services proposed. The City, through the Durham Workforce Development Board, is a recipient of Workforce Innovation and Opportunity Act formula funds provided through the Division of Workforce Solutions North Carolina Department of Commerce (DWS), for formula Workforce Innovation and Opportunity Act purposes. Pursuant to said grant, in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by DWS, in connection with the City's receiving the grant referred to above. The specific service to be provided by Contractor is program element services to provide Alternative Secondary Education, Tutoring, Leadership Development, and Adult Mentoring to individuals that are enrolled in the Durham YES program administered by the Office of Economic and Workforce Development (OEWD).

Sec. 2. Services and Scope to be Performed. Contractor shall perform the services and activities outlined in Attachment A, "Statement of Work". Those services and activities are hereby referred to in this contract as "the program" or the "Work". The Contractor shall begin performance of those services and activities on July 1, 2016. It shall complete those services and activities by June 30, 2017.

Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B, "Program Budget", the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5 Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City. Within thirty days after the City receives an invoice, the City shall send the Contractor a check in

payment for all undisputed amounts contained in the invoice.

The City shall make payments on a cost reimbursement basis to the Contractor for services and activities described in Attachment A pursuant to, and consistent with, the budgeted line-items provided for in Attachment B. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed \$77,685 renewable annually for up to two additional years based on performance and funding availability.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a),
and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. Contractor shall maintain not less than shown in Attachment H

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following Attachments are made a part of this contract:

Attachment A	Statement of Work
Attachment B	Program Budget
Attachment C	Certification Regarding Lobbying
Attachment D	Financial Assurances and Certification
Attachment E	Drug-Free Workplace Disclaimer
Attachment F	Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
Attachment G	Assurances and Certifications
Attachment H	Insurance requirements for Workforce Innovation and Opportunity Act Contractors

The Contractor shall comply with the terms of these Attachments and, where required, execute and date the certifications and disclaimers. In case of conflict between an Attachments and the text of this contract excluding the Attachments, the text of this contract shall control.

Sec. 10. Notice(a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Esther Coleman
Senior Workforce Development Administrator
City of Durham
Office of Economic and Workforce Development
101 City Hall Plaza
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Andrea M. Greene
Executive Director
Achievement Academy of Durham
2614 Crest St.
Durham, NC 27705
Phone: (919)956-8918

(b) Change of Address. Date Notice Deemed Given. A change of address, fax

number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

Sec. 15. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this

Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

- a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.
- b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.
- c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:
 - i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.
 - ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.
 - iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).
 - iv. Procedures for determining the allowability and allocation of costs.
- d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the

Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall have available for in-house reviews, as needed, sufficient additional documentation to justify costs all that are funded under the contract, including, but not limited to:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation of supply costs.
4. Documentation of other program costs such as, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.
5. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.

Sec. 16. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the State of North Carolina, the U.S. Department of Labor, or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as “said Entities”) may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor’s books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled “Standards for Audit of Governmental Organizations, Program Activities and Functions”, issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractor’s annual audit report to the OEWD within sixty days of completion of the audit.

Sec. 17. Property Management. All non-expendable personal property acquired for the Project with funds provided in whole or in part under this Contract shall:

- a. become property of the City at the time of acquisition,
- b. be marked by the Contractor with City property numbers obtained from City, and
- c. be turned in to the City upon termination of the Project or at such time as the City makes a request for such property.

Non-expendable personal property is defined as property which will not be consumed or lose its identity during the contract term, has a value of \$100.00 or more at

the time of purchase, and is expected to have a useful life of one year or more. Property records for non-expendable personal property shall be accurately maintained by the Contractor and shall reflect the following:

- a. a description of the property;
- b. acquisition date and costs;
- c. vendor of the property; and
- d. percentage of the cost of the property purchased with funds from this Contract.

An inventory of non-expendable personal property shall be made by the Contractor for each calendar quarter and upon completion will be transmitted to OEWD. A final inventory is to be submitted by the Contractor to the City upon the termination of this Contract.

Non-expendable personal property shall not be purchased by the Contractor from funds from this Contract unless OEWD has given its approval. The Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, the Contractor shall report the loss, damage, or theft to the Police of the City, unless the possible crime occurred in another jurisdiction, in which case the Contractor shall report it to the law enforcement authorities with jurisdiction and the Contractor shall provide a copy of the investigation report to OEWD.

Real property shall not be purchased by the Contractor with Project funds unless OEWD had first made a specific, written authorization of such purchase. For the purpose of this Contract, real property means land, land improvements and interests in land, structures and appurtenances thereto.

Sec. 18. Proof of Contracting Requirements. The Contractor shall furnish to the City within ten days after a subcontract is entered into a copy of any subcontract if it is funded, in whole or in part, with funds provided from this Contract. Such subcontracts shall require subcontractors to comply with all applicable federal, state, and local laws and regulations. The Contractor shall not assign any rights under this Contractor or subcontract any portion of the work without express written approval by the City Manager of the City. Contractor shall not use this Contract or its anticipated proceeds to borrow money.

Sec. 19. Procurement. Without limiting the section of this contract titled "Compliance with Law," (Subsection 18 (f)) it is agreed that the Contractor shall comply with all applicable bid and procurement laws with respect to all transactions to purchase apparatus, supplies, materials, and equipment which the Contractor may enter as a result of this Contract.

Sec. 20. Maintenance of Effort. The Contractor further represents that it would have not performed the scope of work in the absence of this contract and that the scope of services is in addition to what the Contractor's level of funds and services would have been in the absence of this contract.

Sec. 21. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article

III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

City Clerk

By

Pre-audit certification:

Workforce Innovation and Opportunity Act Contract with the City of Durham and Achievement Academy
of Durham

Achievement Academy of
Durham

By: _____

Title: _____

NORTH CAROLINA

ACKNOWLEDGMENT BY Achievement Academy
of Durham

COUNTY OF _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before this day and
stated that she or he is the (*strike through the inapplicable:*) chairperson/ president/ chief executive officer/
vice-president/ assistant vice-president/ treasurer/ chief financial officer of Achievement Academy of
Durham, a corporation, and that by authority duly given and as the act of the corporation, he or she signed
the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public

ATTACHMENT A

STATEMENT OF WORK

Purpose

The Achievement Academy of Durham proposes to offer a comprehensive school-to-career program for 40 out-of-school youth aged 16-24. As an organization that is very familiar with the WIOA career pathways framework and is a founding partner in Made in Durham's efforts to assure that locally developed pathways have effective on-ramps for out-of-school youth with many life challenges, AAD will optimize the availability of public and private resources to address the goal of making sure all Durham's youth are career ready by age 25. AAD's program includes the following elements:

- Individualized academic tutoring for 15 youth with academic skills development needs that present a barrier to success in either a high school equivalency program, a job training program or job performance, or a post-secondary program.
- High school equivalency classes for 25 youth, offering the GED and Hi-SET curricula.
- Leadership Development activities for 25 youth that include: post-secondary bridge programming, peer tutoring, work readiness classes, planning and decision-making skills training, work-based learning opportunities, and parent education.
- Adult Mentoring for 10 youth, with activities focused on building long term supportive relationships that assist youth through the transition to post-secondary education and into the workforce.

AAD program services in 2016 will include Alternative Secondary Education, Tutoring, Leadership Development, and Adult Mentoring.

AAD will also tap into its considerable network of community collaborators to offer youth a wide range of services and supports. Continued collaboration with the CPI, DTCC, and many more will enable AAD will provide quality services while helping to make the most of limited WIOA dollars and resources.

AAD will serve up to 25 youth, at a cost of less than \$2,000 per participant, per element during the July 2016-June 2017 timeframe.

Deliverables

The Durham YES program establishes annual performance outcome measures in addition to the federal measures implemented by the U.S. Department of Labor Employment and DWS. In program year 2016, performance outcomes will be as follows:

Placement in Employment, Education, or Training- Percentage of participants in education, training, or unsubsidized employment; measured in Q2 after exit (70%).

Retention in Employment, Education, or Training-Percentage of participants in education, training, or unsubsidized employment; measured in Q4 after exit (TBD).

Earnings after entry into unsubsidized employment- Median earnings of participants in unsubsidized employment during Q2 after exit (TBD).

Credential rate-Percentage of participants who obtain a recognized credentials or secondary diploma during participation or within 1 year after program exit (65%).

In Program Skills Gain-Percentage of participants in education leading to credential or employment during program year, achieving measurable gains, measured in real time (TBD).

The YES program will meet or exceed the City of Durham expectations for these goals once they have been defined.

- 70% of Starting Points students maintaining acceptable attendance of 80% or better will improve their reading proficiency by 1 or more grade equivalent per quarter.
- 70% of Starting Points students maintaining acceptable attendance of 80% or better will achieve 9th grade level reading proficiency within the year.
- 65% of HSE students maintaining acceptable attendance of 80% or better will pass at least on subject area test within 5 months.
- 65% of HSE students maintaining acceptable attendance of 80% or better will earn their equivalency diploma within 20 months.

Outcome Measurement

Contractor will establish systems to measure program performance and ensure continuous quality improvement.

Performance Evaluation & Monitoring

The Program Manager and agency staff will participate in monthly review meetings with WIOA partners and city staff. Program performance and progress toward anticipated outcomes will be reviewed and analyzed at these meetings and strategies to ensure favorable outcome results will be developed and implemented.

AAD will also provide monthly reports to the City of Durham staff, which will detail enrollment, program element participation, and attainment of negotiated performance outcomes.

Features

Strategic Collaboration

AAD has built strong relationships with numerous agencies across the Durham community in order to better serve the youth enrolled in services. In addition to our continuing partners, the project will significantly expand the program's collaborative work in 2016.

- Community Partnerships, Inc.
- Dress for Success Triangle
- Durham Technical Community College
- Life Skills Foundation
- Durham Literacy Center
- Made in Durham
- Vocational Rehabilitation
- Motherhead Inc.
- Goodwill Foundation
- Durham Parks and Recreations
- Project Build

Recognizing the limitations of WIOA resources, AAD will continue to build these relationships in program year 2016 and will strategically target new partners to meet the needs of the young people we serve.

Achievement Academy of Durham & Durham YES

The Achievement Academy of Durham and the YES program have established a strong and effective partnership, one that drives referrals for both programs and that helps youth achieve educational success. When a YES participant requires GED classes, staff members from the Achievement Academy participate in that youth's initial ISS meeting along with the YES Youth Specialist. Together, they help the youth establish realistic and achievable benchmarks for earning a GED and identify the supportive services he or she will need in place in order to be successful. Staff from both organizations will help the youth understand what to expect from GED classes and set clear expectations for participation. Some of the young people who have earned their GEDs through the Achievement Academy and are pursuing their post-secondary education have gone on to provide tutoring to their peers enrolled in GED classes. YES and the Achievement Academy also hold monthly clinical team meetings, at which they discuss the progress of the youth enrolled in both programs and develop action steps for addressing problems or concerns.

Product Description

From July 2016-June 2017, AAD will deliver program element services to eligible youth in the Durham community that will help them achieve their employment and educational goals. The program design outlined below will help the Durham Workforce Development Board achieve its goal of supporting effective youth education, training, and employment initiatives.

The Elements AAD will provide:

Academic tutoring for pre-GED and other youth with basic skills deficiencies (Starting Points)

The Achievement Academy will serve out of school youth who are interested in resuming their education, completing a high school equivalency diploma, and continuing for post-secondary education or training in order to secure sustainable, living wage employment. Within this program, we are also able to serve out of school youth who wish to enter a DPS drop out recovery program but need basic skills remediation before doing so and high school graduates whose academic skills are not sufficiently strong for post-secondary study. Current capacity in this program is 18, with 15 seats reserved for YES program participants.

The Achievement Academy Starting Points program includes:

- (a) Intensive, individualized tutoring for 1.5 hours each day, 5 days a week, with a focus on reading comprehension, fluency improvement, and vocabulary and written language development. The reading program emphasizes a metacognitive approach to comprehension and best practice paired reading/think aloud strategies. Student-tutor pairs choose texts at a Lexile level slightly above the student's independent reading level so that comprehension and vocabulary are constantly scaffolded to higher levels. The program stresses Common Core learning objectives that prepare students for high school level study, either in a high school equivalency program or as a public school re-entry candidate. Program objectives can be easily individualized to support the literacy development needs of youth enrolled in career certification programs and those who are need academic preparation for post-secondary study. AAD staff and tutors are adept at meeting the learning needs of students with disabilities, and tutoring sessions and materials are individually adapted to address specific learning disabilities and attention, processing, and memory difficulties. An active partnership with the NC Department of Vocational Rehabilitation allows Starting Points staff to secure psycho-educational evaluations for students who appear to have disabilities that impact the pace of their learning so that we can implement appropriate instructional strategies, begin the process of requesting testing accommodations, and determine if there is a need to consider options other than the high school equivalency curriculum – which may be the case of a small number of youth with significant cognitive delays.

As part of a new, United Way- sponsored collaboration with the Durham Literacy Center and Motherhead, Inc., Achievement Academy staff is receiving intensive training in the Motherhead curriculum this year. The goal of this training is to refine our Starting Points reading program to explicitly help our parenting students transfer their own emerging literacy skills to the next generation. The focus of this collaboration, overall, is to build a community-wide approach to adolescent/adult literacy that has multigenerational impact and eventually reduces

the number of young people in Durham who are leaving school without the basic skills they need to persist in education and be effective in the modern workplace.

(b) An additional 1.5 hours each day of tutor-supported, technology based instruction in the Achievement Academy Learning Lab. Student work in the lab is individualized to support each student's specific needs and includes:

- Mathematics development, utilizing Carnegie Learning's Cognitive Tutor program, chosen because of its documented effectiveness and for its excellent integration of mathematical problem solving and language skills.
- SRA Reading Lab materials, in both text and technology based formats, are used to reinforce the comprehension, vocabulary, language convention, and fluency development activities of the intense tutoring program and help students apply their skills in a more structured, multiple choice question format.
- IBM's Reading Companion: This program was introduced in 2014, specifically to better address the learning needs of youth entering the program with reading proficiencies below the fourth grade level. IBM has partnered with the Achievement Academy to provide this program, along with training and technical support, at no cost. Reading Companion uses voice recognition technology to assist and assess emergent readers and structures interactive reading experiences in ways that align well with our tutoring program.
- SAS Curriculum Pathways – Achievement Academy instructors and tutors utilize SAS's exceptional library of standards-based, interactive activities in core content areas to reinforce reading, written language, and math skills and social studies/science concepts.
- Technology skills development: AAD students utilize Ultrakey 6, online tutorial resources from the U.S. Dept. of Labor's Virtual Career Network, and Goodwill Community Foundation resources to build keyboarding skills, spreadsheet and word processing program proficiency, and internet research and communication skills for academic and workforce tasks
- Online activities that reinforce and amplify the career skills/work-based learning experiences that are part of AAD's Leadership Development program.

Students maintaining good attendance (defined as $\geq 80\%$) are expected to gain an average of 1 grade equivalent in reading comprehension per quarter and achieve high school level proficiency in 3-15 months, depending on their proficiency at entry.

High School Equivalency (HSE) Program

The Achievement Academy's high school equivalency program meets five days a week for three hours a day. At this time, all students in the program follow the curriculum for the 2014 GED exam, since that is currently the sole high school equivalency test available in Durham. We anticipate that this is soon to change and that we will be able to offer students an alternative to the GED – the HiSET curriculum. The AAD high school

equivalency program will encourage youth to strive for mastery of the GED curriculum, since it reflects the skills needed for post-secondary success and for information age careers. However, youth who enter this program via the Starting Points program with severe basic skills deficiencies and/or viable career aspirations that suggest the need for a less analytically-focused academic program may benefit from the availability of the HiSET diploma pathway. In either case, students may begin their high school level studies when their TABE Reading Comprehension survey indicates that they are performing at or above a 9th grade equivalent level. Current capacity in the HS equivalency program is 32 students, and we are proposing to serve 25 WIOA youth in the program.

AAD's high school equivalency (HSE) students prepare for one subject area test at a time, attending teacher-facilitated classes for 1.5 hours each day with their remaining academic time spent in the Learning Lab and/or working individually with a tutor for extra assistance. Lab-based instruction is similar to that offered in the Starting Points program (although Reading Companion is not part of the HSE lab menu). Classes are held to a maximum of eight students so that each student is able to receive specialized attention as needed. All HSE classes are taught by experienced classroom teachers. Primary instructional materials are drawn from reliable HSE preparation texts, and these materials are supplemented with additional topical resources.

HSE test readiness is monitored using official practice tests administered under standard conditions. When students score proficient on a particular subject area practice test, AAD staff registers students for official testing at Durham Technical Community College. We rely on an excellent, long term working relationship with DTCC testing staff to minimize administrative barriers to students studying with us then testing at the college. AAD staff has undergone training in mindfulness-based approaches to anxiety reduction in an effort to assist the large number of students we see who have difficulty performing optimally under high stress testing situations, and we have been able to teach simple strategies to our students so that they are able to be more effective test takers.

Although the Achievement Academy's HSE program is focused on helping students pass their required exams as quickly as possible, our curriculum is uniquely and consistently concerned with encouraging students to discover a love of learning and to develop critical thinking, curiosity, and problem solving strategies beyond what is simply required to "pass the test". Our work is directed toward motivating students to become savvy citizens, broaden their interests and aspirations and inspiring them to continue on to a postsecondary program, fully equipped with the skills they need in order to be successful in a college or professional work environment.

Students maintaining good attendance (defined as $\geq 80\%$) are expected to master each HSE subject in 4-5 months and earn a diploma in 16-20 months.

Leadership Development

The Achievement Academy offers a rich menu of leadership development experiences for students at all academic levels, including:

- Career skills development and work-based learning experiences: Twice monthly, Starting Points and HSE students will participate in work readiness activities provided in collaboration with our Made In Durham partners and the Human Resource Development (HRD) department at Durham Technical Community College. This program focuses on employability (soft) skills development and career exploration activities. Off-site workshops at Durham Tech and worksite visits will be tied to in-house academic activities that can be completed with a tutor's assistance, in the HSE classroom, or in the learning lab. These activities prepare participants for internships and other work-based learning experiences that are supported through our Made in Durham partnership.
- Student-staff planning conferences: Informed decision making, self-advocacy, reflection, and planning skills are essential for youth to develop their potential for leadership. Once a month, AAD students participate in a structured planning conference with an individual staff member. The conference culminates in a mutually designed contract that articulates the student's long range educational and career goal, sets realistic short term objectives for the upcoming term, plans to address any obstacles to success, provides an opportunity for students to make explicit personal commitments to best meet their objectives, request specific commitments from the Achievement Academy staff, and share any concerns about the learning or social environment at AAD. For new Achievement Academy students, staff facilitates these conferences, but that responsibility is transferred to students in time. The Achievement Academy planning conference process is similar to a workplace performance review and prepares students to participate in and lead a meeting, to advocate for needed assistance and changes in their learning/work environment, and to be responsible partners in their own education.
- Post-secondary bridge programming: HSE students who have completed two of their four HSE subject area exams begin working with our Made In Durham Post-secondary Resource Specialist. Students develop a post-secondary education-to-career plan, work intensively with the resource specialist to select then complete all application requirements for the programs of their choice. The resource specialist is then available to actively assist graduates through the challenges of transitioning to college life and to keep students firmly connected to the academic support of their Achievement Academy teachers. This program is offered in conjunction with our Made In Durham partners at Durham Technical Community College's Gateway to College program and Durham Public Schools' Bridgescape Academy.
- Parent literacy training: The Achievement Academy's partnership with the Durham Literacy Center and Motherhead, Inc in the Durham Literacy Collaborative has the goal of building a community-wide approach to

adolescent/adult literacy that has direct multigenerational impacts. In 2016-17, Motherhead, Inc. will be offering training to our students in their Story Exploring curriculum. This parent education program teaches caregivers how to foster creative thinking and problem solving skills, nurture a love of books, and aids in the development of comprehension skills. Motherhead will also be offering a series of one time workshops for parents, caregivers, and students who have an interest in early childhood development careers.

Adult Mentoring:

AAD's Adult Mentoring program is focused on helping students build strong, effective bridges to the worlds of career employment and/or post-secondary education. With the assistance of our new Made in Durham staff focused on these areas, we anticipate serving 10 WIOA youth in this program in 2016-17, with the hope of expanding its availability in future years. Opportunities to participate in this program will be available to youth who: (1) Are age 18 and older and who participate in the career skills development and work-based learning activities offered through our Leadership Development program, (2) maintain regular enough attendance in core academic programs to potentially benefit from a mentoring relationship, and (3) have career interests in one of the three regional career pathway areas – information technology, health/life sciences, skilled trades – or in the field of education. Mentors will be drawn from AAD staff, our existing corps of volunteer tutors, and additional volunteers who have specific interest in working with students solely in this way. Mentors will maintain weekly communication with their assigned students, will assist students with problem solving related to interpersonal relationships at work and at college, help students make connections to additional resources and build positive career and social networks, offer guidance and support in career and program choices, and encourage students to persevere through obstacles.

Other Services:

WIOA youth enrolled at the Achievement Academy have free access to the full spectrum of supportive services that we provide, beyond those program elements to which this proposal responds. Although the Framework Provider is programmatically responsible for enrollment and comprehensive guidance tasks, the Achievement Academy, as a Program Provider, has always provided a high level of support in these areas. It is our belief that, as the most regular point of daily contact for our WIOA students, we are bound to respond to urgent needs that arise and to offer enrollment assistance to youth who would benefit from the YES program but struggle to complete the enrollment process on their own. We routinely provide housing, transportation, legal, healthcare, childcare, nutritional, and personal care support in situations where Framework Provider staff and/or WIOA resources are unavailable. In partnership with the Eastern NC Food Bank, AAD maintains a student kitchen that offers simple self-serve breakfast, lunch, and snack items for all students every day.

A new strand of our work with Made in Durham for 2016-17 is the development and piloting of a re-engagement strategy to reach the estimated 2500 youth ages 16 to 24 in

Durham who are not connected with any of the community's school-to-career drop out recovery programs. This outreach program will enable AAD to enhance and support the Framework Provider's recruitment efforts and make critical WIOA and private sector resources available to some of the hardest to reach youth in the community.

Attachment B

Budget Form

Agency Name: Achievement Academy of Durham

Staff positions funded by grant:

Teacher (2 positions)
AmeriCorps Literacy Program Assistant
Executive Director

Fringe Benefits provided to staff:

Health insurance, dental insurance, retirement contribution
Paid annual, sick, personal, and bereavement leave
Unpaid Family and Medical Leave

Rent/Utilities: None billed to the program. Provided in-kind.

Administration: No costs billed to the program. Provided in-kind

Equipment/supplies: \$16,740 billed to the program for all program elements

Tutoring		
	Program Cost (per month)	Participant Cost *(based on 10 participants)
Staff Salaries	1643.33	109.56
Fringe Benefits	306.67	20.44
Rent/Utilities		
Equipment/Supplies	210.00	14.00
Communication	27.00	1.80
Subtotal Cost	2187	145.80
12 Month Total	\$17,496	\$1749.60

Alternative Secondary Education/High School Equivalency		
	Program Cost (per month)	Participant Cost *(based on 10 participants)
Staff Salaries	3066.67	122.67
Fringe Benefits	766.67	30.66
Rent/Utilities		
Equipment/Supplies	275.00	11.00
Communication	35.00	1.40
Subtotal Cost	4143.34	165.73
12 Month Total	\$19,888	\$1988.76

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Leadership Development		
	Program Cost (per month)	Participant Cost *(based on 17 participants)
Staff Salaries	1893.33	75.73
Fringe Benefits	473.33	18.93
Rent/Utilities		
Equipment /Supplies	700.00	28.00
Communication	90.00	3.60
Subtotal Cost	3156.66	126.26
12 Month Total	\$25,757	\$1,515.12

Adult Mentoring		
	Program Cost (per month)	Participant Cost *(based on 10 participants)
Staff Salaries	780.00	78.00
Fringe Benefits	195.00	19.50
Rent/Utilities		
Equipment/Supplies	210.00	21.00
Communication	27.00	2.70
Subtotal Cost	1212.00	121.20
12 Month Total	\$14,544.00	\$1,454.00

Element Name	Program Cost
Adult Mentoring	\$14,544
Leadership Development	\$25,757
Alternative Secondary Education/High School Equivalency	\$19,888
Tutoring	\$17,496
12 Month Total	\$77,685

Attachment C

**Certification Regarding Lobbying Certification for Contracts, Grants,
Loans, and Cooperative Agreements**
Durham Workforce Development Board

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Attachment D
FINANCIAL ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the "Contractor") assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 105-220) and its regulations, the WIA Local Area Plan approved by the DWDB, and the North Carolina Division of Workforce Development.
- B. The Contractor assures that it will administer its services under the WIA in full compliance with safeguards against fraud and abuse as set forth in WIA and the WIA Regulations; that no portion of its WIA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Contractor assures that it will administer its services funded under the WIA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will *be* compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Contractor assures that it will administer its services under the WIA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service• will be covered by workers compensation benefits in accordance with State law; that enrollees in WIA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- F. The Contractor assures that no funds available under the WIA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.
- H. The Contractor assures compliance with all federal rules and regulations which prohibit *the* use of WIA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Contractor agrees to file a disclosure report if applicable.
- I. The Contractor assures and certifies that it is in compliance with federal rules and

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regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.

- J. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
- K. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L. The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Development has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or *if* a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the DWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Contractor will comply with the provisions of nepotism related to federally funded programs.
- P. The Contractor assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Contractor assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
- The Drug Free Workplace Act
 - The Immigration Reform Act
 - The American's with Disabilities Act
 - The Davis-Bacon Act
 - Child Labor Laws
 - The Fair Labor Standards Act

Certification

This is to certify that all specifications contained in the DWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct that the Contractor organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Contractor organization.

CONTRACTOR
NAME_____

SIGNATURE_____DATE_____

Attachment E

Drug-Free Workplace Disclaimer

Name of Contractor: _____ Date: _____

Contractor Signature:

In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated with this contract

Attachment F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction,"

- “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment G

Assurances and Certifications of Adherence to Program Requirements and Restrictions of Workforce Innovation and Opportunity Act

Name of Contractor: _____ Date: _____

Contractor Signature: _____

In order to receive funding under the Workforce Innovation and Opportunity Act of 1998 (WIA) (Public Law 105-220) and its regulations, the following program requirements, and restrictions must be adhered to, in as such, the Contractor certifies to the following statements:

1. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Innovation and Opportunity Act (WIA) are used to develop or implement education curricula for school systems in the state. **Section 129(b)(4)/Section 134(a)** Yes ☐ No ☐ NA ☐
2. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with **Section 667.266 and Section 188(a)(3)**. Yes ☐ No ☐ NA ☐
3. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. **Section 181(b)(2)(3)**.

Yes ☐ No ☐ NA ☐
4. Certifies that working participants are covered by workman's compensation or other insurance. **Section 181(b)(4)/667.274**. Yes ☐ No ☐ NA ☐
5. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. **Section 181(b)(5), 667.272**. Yes ☐ No ☐ NA ☐
6. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. **Section 181(b)(7)**. Yes ☐ No ☐ NA ☐
7. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. **Section 181(a)** (In no event shall the rate be less than the applicable State or local minimum wage law.).

Yes ☐ No ☐ NA ☐

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8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. **Section 181(d)(1).** Yes ☐ No ☐ NA ☐
9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. **Section 181(d)(2).**
Yes ☐ No ☐ NA ☐
10. Certifies that provisions have been made to prohibit the use of funds for employment- generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. **Section 181(e).**
Yes ☐ No ☐ NA ☐
11. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. **Section 181(f).** Yes ☐ No ☐ NA ☐
12. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. **Section 188(a).** Yes ☐ No ☐ NA ☐
13. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. **Section 195(2).** Yes ☐ No ☐ NA ☐
14. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. **Section 195(5).** Yes ☐ No ☐ NA ☐
15. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. **Section 195(b).** Yes ☐ No ☐ NA ☐
16. Certifies that provisions have been made that ensure that participants are aware of grievance procedures. Yes ☐ No ☐ NA ☐
17. Certifies that the contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. Yes ☐ No ☐ NA ☐
18. Certifies that the contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.
Yes ☐ No ☐ NA ☐
19. Certifies that the contractor will maintain records until such time that they may be disposed of but not before a final audit on the records. Also certifies and grants access to the records by the NCCCS, the State, and the USDOL. Yes ☐ No ☐ NA ☐
20. Certifies liability, sanctions, and debt repayment. Yes ☐ No ☐ NA ☐
21. Certifies the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Yes ☐ No ☐ NA ☐
22. Certifies provision to prohibit political activities (Hatch Act). Yes ☐ No ☐ NA ☐

Attachment H

Insurance requirements for Workforce Innovation and Opportunity Act Contractors

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence

Automobile Liability

- single limit combined coverage in the amount of \$1million

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.